

June 13, 2017

EDWARD J. EMMONS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA



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The following constitutes
the order of the court. Signed June 13, 2017

Attorneys for Movant,
Wells Fargo Bank, N.A.


Roger L. Efremsky
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION

In re

CARRIE ELIZABETH BESSO and ERNEST
LOUIS BESSO,

Case No. 14-42590

Chapter 13

R.S. No. RPZ-229

**ORDER GRANTING ADEQUATE
PROTECTION**

Hearing:

Date: April 19, 2017

Time: 1:30 p.m.

Place: 201

1300 Clay Street

Oakland, CA 94612

Debtors.

The above-captioned matter came on for hearing on April 19, 2017, at 1:30 p.m., in Courtroom 201, upon the Motion of Wells Fargo Bank, N.A. ("Movant"), for relief from the automatic stay of 11 U.S.C. § 362, to enforce its interest in the property of Carrie Elizabeth Besso and Ernest Louis Besso ("Debtor") commonly known as 553 Kings Road, Alameda, California 94501 (the "Real Property"), which is legally described as follows:

SEE LEGAL DESCRIPTION IN DEED OF TRUST ATTACHED
AS EXHIBIT B TO MOTION FOR RELIEF FROM STAY,
DOCKET ENTRY NUMBER 60.

Appearances as noted on the record.

Based on the arguments of counsel, and good cause appearing therefor,

1 IT IS HEREBY ORDERED:

2 1. Debtors shall tender payments in the amount of \$1,934.78 commencing May 1,
3 2017, and continuing thereafter on the first (1st) of each month. Payments are to be remitted to:
4 Wells Fargo Home Mortgage, Attn: Bankruptcy Payment Processing, P.O. Box 14507, Des
5 Moines, IA 50306.

6 2. The payment amount listed in paragraph 1 herein may be less than the contractual
7 payment amount pursuant to the terms of the Note and Deed of Trust. Post-petition arrearages
8 may continue to accrue pursuant to the terms of the Note and Deed of Trust and under applicable
9 bankruptcy law.

10 3. If applicable, the Debtors shall maintain real property taxes and real property
11 hazard insurance paid current for the Real Property, and provide proof of said insurance on a
12 timely basis.

13 4. In the event of a default on paragraphs 1 or 3 of above-described provisions,
14 inclusive of this Order, and after any applicable grace period Movant shall provide written notice
15 to Debtors Carrie Elizabeth Besso and Ernest Louis Besso at 553 Kings Road, Alameda,
16 California 94501 and to Debtor's attorney of record, Patrick L. Forte, indicating the nature of the
17 default. If Debtors fails to cure the default with certified funds after the passage of ten (10)
18 calendar days from the date said written notice is placed in the mail, Movant may restore its
19 Motion to the court's calendar upon 14 days notice.

20 5. Movant can restore its Motion if the loan modification is denied or six (6) months
21 pass without a decision on the loan modification being rendered.

22 6. Debtors shall submit a completed loan modification application and provide all
23 requested information and documentation in support of the loan modification no later than sixty
24 (60) days from the entry of this order.

25 7. Debtors shall file a declaration with the court confirming the complete loan
26 modification application has been submitted no later than sixty (60) days from the entry of this
27 order.

28 /././

1 8. In the event of a default on paragraphs 6 or 7 of the above, inclusive of this Order,
2 Movant may file a Declaration of Non-Compliance and restore its Motion upon 14 days notice.
3 The declaration shall attest to Debtors' failure to timely provide required documents, or to the
4 denial of Debtors' loan modification application.

5 9. The acceptance by Movant of a late or partial payment shall not act as a waiver of
6 Movant's right to proceed hereunder and/or its right to the complete contractual payment as
7 determined by the terms of the Note and Deed of Trust.

8 10. In the event Movant is granted relief from the automatic stay, the parties hereby
9 stipulate that the 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.

10 11. The foregoing terms and conditions shall be binding only during the pendency of
11 this bankruptcy case. If, at any time, the stay is terminated with respect to the Real Property by
12 court order or by operation of law, the foregoing terms and conditions shall cease to be binding
13 and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against
14 the Real Property and/or against the Debtors.

15 12. Relief from the Automatic Stay is granted as to the Chapter 13 Trustee, Martha G.
16 Bronitsky.

17 13. Any notice that Movant shall give to Debtors or attorney for Debtors, pursuant to
18 this Order, shall not be construed as a communication under the Fair Debt Collection Practices
19 Act, 15 U.S.C. §1692.

20 14. Either party may restore matter to calendar on fourteen (14) days notice.

21
22 APPROVED AS TO FORM:

/s/Patrick L. Forte

Patrick L. Forte

Attorney for Debtor

23 ** END OF ORDER **
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COURT SERVICE LIST